TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dorby Frocks, Ltd.		04/03/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Kellwood Company
Street Address:	600 Kellwood Parkway
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2300861	ALESIA
Registration Number:	2366895	KIM RENEE

CORRESPONDENCE DATA

Fax Number: (314)231-4342

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-231-5400

Email: ustrademarks@senniger.com

Correspondent Name: Paul I. J. Fleischut

Address Line 1: One Metropolitan Square

Address Line 2: 16th Floor

Address Line 4: St. Louis, MISSOURI 63102

TRADEMARK REEL: 003281 FRAME: 0421

900045728

Signature:	/paul fleischut/
Date:	04/03/2006
Total Attachments: 3 source=00179408#page1.tif source=00179408#page2.tif source=00179408#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Dorby Frocks, Ltd. ("Dorby"), a New York corporation, with offices at 463 Seventh Avenue, New York, New York 10018, is the registered owner of the United States trademarks and registrations therefor set forth on Schedule A, attached hereto and made a part hereof (the "Trademarks"): and

WHEREAS, Kellwood Company ("Kellwood"), a Delaware corporation, with offices at 600 Kellwood Parkway, Chesterfield, Missouri 63017, desires to acquire said Trademarks and the registrations applicable thereto.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Dorby does hereby sell, assign and transfer unto Kellwood the entire right, title and interest in and to:

The Trademarks and the United States registrations of the Trademarks, which are listed on Schedule A attached hereto and made a part hereof, together with the goodwill of the associated business symbolized by the Trademarks, and all causes of action, past, present and future for infringement or unfair competition with respect thereto.

Dorby warrants that it owns all rights without encumbrance in the United States Trademarks covered by the registrations set forth in Schedule A attached hereto. Dorby hereby agrees that it will, upon written request of Kellwood, from time to time, execute reasonable documents prepared at the expense of Kellwood meeting the requirements of the United States Patent and Trademark Office to record or register Kellwood's rights in such Trademarks.

THIS ASSIGNMENT is a nunc pro tunc assignment made on this 3rd day of April, 2006, and shall be considered to have been made as of the 31st day of December, 2005.

DORBY FROCKS, LTD.

Keith A. Grypp, Assistant Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Before me appeared Keith A. Grypp, on this 3rd day of April, 2006, who swore that he is the Assistant Secretary of Dorby Frocks, Ltd., and executed the above Assignment on behalf of Dorby Frocks, Ltd., with the full power and authority to do so.

Notary Public

My commission expires:

DEBORAH K. FERNANDEZ

Notary Public - Notary Seal

STATE OF MISSOURI

St. Louis County

My Commission Expires: Jan. 19, 2008

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u> <u>Reg. No.</u> <u>Reg. Date</u>

RECORDED: 04/03/2006

Alesia 2,300,861 December 14, 1999

Kim Renee 2,366,895 July 11, 2000